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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LARION KRAYZMAN individually and
on behalf of all others similarly situated,

Plaintiff,

v.

YALLA VENTURES, INC.,

Defendant.

Case No. 2:24-cv-3610

CLASS-ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Larion Krayzman (“Plaintiff”) brings this action on behalf of himself
2 and all others similarly situated against Defendant Yalla Ventures, Inc., d/b/a
3 PuroAir (“Defendant” or “PuroAir”). Plaintiff makes the following allegations
4 pursuant to the investigation of his counsel and based upon information and belief,
5 except as to the allegations specifically pertaining to himself, which are based on
6 personal knowledge.

7 **NATURE OF THE ACTION**

8 1. This is an action arising from the false and misleading representations
9 that Defendant made and continues to make about its PuroAir-brand Model 240
10 HEPA 14 Air Purifier (the “Air Purifier” or the “Product”) and replacement filters.
11 Defendant markets and sells the Product in multiple distribution channels, including
12 but not limited to Amazon.com and on its own website (www.getpuroair.com).

13 2. Specifically, Defendant represented that the Air Purifiers were equipped
14 with High Efficiency Particulate Air (HEPA) filters and backed by scientists and lab
15 testing, when in fact they were not. Defendant also represented that the replacement
16 filters it sells for the Air Purifiers are “HEPA 14” filters, when in fact they were not.

17 3. Independent testing by Plaintiff’s counsel has shown that the
18 replacement filters and the filters inside the Product do not meet HEPA or H14
19 standards.

20 4. Reasonable consumers have had no opportunity to find this out for
21 themselves because they cannot conduct HEPA or H14 standard testing.

22 5. Defendant knew this but continued hocking its wares, making a killing
23 selling the Product *and* replacement filters. Indeed, the Product is one of the best-
24 selling home air purifiers on Amazon. There is good reason to believe Defendant, as
25 the Product does millions of dollars a month in sales on Amazon.com. It is estimated
26
27
28

1 that Defendant made over 50 million dollars in sales from the Product *alone* in
2 2023.¹

3 6. But for Defendant’s false and misleading claims, the fair value of its
4 Product would have been substantially lower, *i.e.*, their market price would have
5 been closer to non-HEPA filters, which sell at a discount relative to HEPA-rated
6 purifiers. This is doubly true for Defendant, which not only makes a “HEPA” claim
7 but also an “H14” claim. Defendant claims that Product’s H14 filter “filters up to
8 99.99% of pet dander, smoke, allergens, dust, odors, and mold spores” “down to 0.1
9 microns in size,” and that the H14 filter is “up to 10x more powerful than a HEPA
10 H13 grade filter.”² As will be explained in more detail below, the efficacy of a H14
11 grade HEPA filter exceeds the efficacy of a H13 or even standard grade HEPA filter.

12 7. Put differently, Defendant’s HEPA misrepresentations allowed it to
13 overcharge the class in the amount of the HEPA and HEPA 14-related price
14 premium—even assuming there would be a market for Defendant’s non-HEPA
15 filters at all.

16 8. Relatedly, Defendant’s false and misleading representations induced
17 reasonable consumers like Plaintiff into purchasing the Product. Had Plaintiff and
18 all other similarly situated consumers known that, contrary to Defendant’s
19 representations, the Product did not have a HEPA-grade filter, they would have paid
20 less for the Product and replacement filters or not purchased them at all.

21 9. Plaintiff is now seeking a return of the premium that Defendant charged
22 for its Purifier, on behalf of himself and other similarly situated purchasers. Plaintiff
23 asserts claims on behalf of himself and all other similarly situated purchasers of
24 Defendant’s Product for: (i) violation of California’s Unfair Competition Law
25

26 ¹ <https://housefresh.com/puroair-hepa-14-240-review/>

27 ² [https://www.amazon.com/PuroAir-Air-Purifier-Bedroom-
28 Allergens/dp/B0998FWTHP/ref=cm_cr_arp_d_product_top?ie=UTF8](https://www.amazon.com/PuroAir-Air-Purifier-Bedroom-Allergens/dp/B0998FWTHP/ref=cm_cr_arp_d_product_top?ie=UTF8)

(“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (ii) violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (iii) violation of California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civil Code §§ 1750, *et seq.*; (iv) breach of express warranty; (v) fraud; and (vi) unjust enrichment.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, Pub. L. No. 109-2 Stat. 4 (“CAFA”), which amends 28 U.S.C. § 1332, at new subsection (d), conferring federal jurisdiction over class actions where, as here: (a) there are 100 or more members in the proposed classes; (b) some members of the proposed classes have a different citizenship from Defendant; and (c) the claims of the proposed class members exceed the sum or value of five million dollars (\$5,000,000) in aggregate. *See* 28 U.S.C. § 1332(d)(2) and (6).

11. This Court has personal jurisdiction over Defendant because Defendant conducts business in California and has availed itself of the privilege of doing business in California.

12. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant transacts significant business within this District, Plaintiff resides within this District, and a substantial part of the events giving rise to Plaintiff’s claims took place within this District.

FACTUAL ALLEGATIONS

A. Air Purifiers And The Air-Purifier Market

13. The Environmental Protection Agency estimates that “about 67 million tons of pollution were emitted into the atmosphere in the United States” in 2021 alone. This pollution comes at great cost to human health: “[p]oor air quality is responsible for an estimated 100,000 premature deaths in the United States each

1 year.” Exposure to air particulates has also been linked to symptoms of depression,
2 cognitive decline, and increased feelings of anxiety.

3 14. Air pollution can also be a visceral reminder of human-driven climate
4 change: the smoke from wildfires that have raged across both coasts of the United
5 States since 2020 has quite literally blocked out the sun and forced millions of
6 people indoors. For many, the smoke has exacerbated health conditions such as
7 asthma or emphysema.

8 15. As a result, public concern about air pollution is high. In fact, one 2019
9 survey found that, of about 1000 responses, 43% of respondents indicated that they
10 had a “great deal” of concern about air pollution in the United States and 31%
11 indicated that they had a “fair amount” of concern about air pollution. Taken
12 together, 74% of respondents expressed concern about air pollution. This is in line
13 with the EPA’s concerns – the agency places indoor air pollution among the top five
14 environmental health risks.

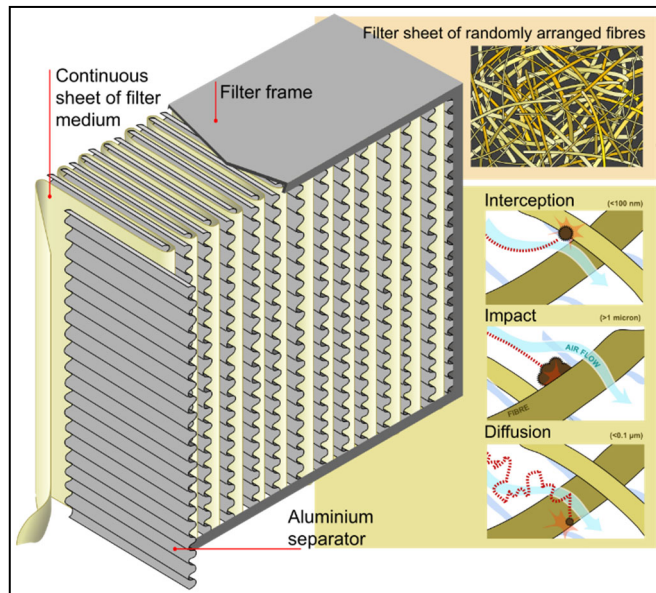
15 16. Concern about air quality skyrocketed in 2020, however, as wildfires
16 intensified and the airborne COVID-19 virus shut down the globe.

17 17. As expected, consumer concern over airborne contaminants has helped
18 the air-purifiers market explode, from \$8.05 billion in 2019 to \$13.97 billion in
19 2022: “the COVID-19 pandemic has increased the demand for air purifiers, with the
20 growing awareness of COVID-19 associated respiratory ailments and the rising need
21 to curb cross-contamination. Factors such as increasing airborne diseases and
22 growing health consciousness among consumers are driving the market.”³

23 18. Air purifiers come in various forms. Among the most effective purifiers
24 are those with HEPA filters. HEPA is an acronym for “High Efficiency Particulate

25
26 ³ Research and Markets, *Air Purifier Market – Growth, Trends, COVID-19 Impact,*
27 *and Forecasts (2022 – 2027)*, WWW.RESEARCHANDMARKETS.COM,
28 <https://www.researchandmarkets.com/reports/4987153/air-purifier-market-growth-trends-covid-19> (last visited Nov. 9, 2023).

1 Air.” HEPA filters are strictly designed and must adhere to certain specifications to
 2 be called a HEPA filter.



13 19. Specifically, a HEPA filter is a type of pleated mechanical filter that
 14 typically consists of sheets of randomly arranged fiberglass or plastic fibers held in
 15 an accordion shape by aluminum separators. In America, to be called a HEPA filter,
 16 the filter must capture at least 99.97% of dust, pollen, mold, bacteria, and any
 17 airborne particles with a size of 0.3 microns (For HEPA filters in Europe, a different
 18 filtration standard and naming convention is used, discussed further below). 0.3
 19 microns is not the floor, however, it is the size at which a particle is most likely to
 20 escape from the filter. Particles bigger or smaller than 0.3 microns have a greater
 21 than 99.97% chance of being caught in a HEPA filter.

22 20. According to the Centers for Disease Control and Prevention, HEPA
 23 filters “are the most efficient filters on the market for trapping particles that people
 24 exhale when breathing, talking, singing, coughing, and sneezing.”⁴

26 ⁴ CENTER FOR DISEASE CONTROL AND PREVENTION, Improving
 27 Ventilation in Your Home, [https://www.cdc.gov/coronavirus/2019-ncov/prevent-](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/improving-ventilationhome)
 28 [getting-sick/improving-ventilationhome](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/improving-ventilationhome) (last accessed April 3, 2024).

21. Thus, for example, even though the SARS-CoV-2 virus is about 0.125 microns in diameter, the CDC has stated that “air purifiers can help reduce airborne contaminants, including viruses, in a home or confined space.”⁵

22. The reason why consumers care that the air purifier they purchase meets the HEPA standard is self-evident. It offers near certain protection against the transmission of airborne pathogens in the home (if the purifier is given enough time to circulate the air), and it can also filter out pollution caused from events like wildfires, which are growing ever more frequent.

23. Consumers want the assurance that the HEPA standard provides, and they are willing to pay more for HEPA filters, *i.e.*, consumers are willing to pay a premium for filters that meet the HEPA standard. A review of current sales prices, across brands that sell both HEPA and non-HEPA filters (what marketers sometimes call “HEPA-type” purifiers), indicates that HEPA purifiers sell—on average—at a 41% premium to non-HEPA filters within the same brand:

TABLE A

Model	HEPA			Non-HEPA			HEPA premium
	Price	Coverage	Price/sf	Price	Coverage	Price/sf	
Molekule ⁶	\$1,015	1,000 sf	\$1.02	\$600	1,000 sq/ft	\$0.60	41%
Holmes ^{7, 8}	\$40	80 sf	\$0.50	\$35	109 sq/ft	\$0.32	36%

⁵ *Id.*

⁶ Molekule, *Air Purifiers*, WWW.MOLEKULE.COM, <https://molekule.com/collections/purifiers> (last visited Nov. 9, 2023).

⁷ Amazon, *Holmes True HEPA Allergen Remover Mini Tower Air Purifier with Optional Ionizer | Small Space Air Purifier, White (HAP706-NU-1)*, (URL Omitted for Space) (last visited Nov. 9, 2023).

⁸ Amazon, *Holmes Desktop HEPA-Type, 3 Speeds plus Optional Ionizer small Air Purifier, HAP242B-U*, (URL Omitted for Space) (last visited Nov. 9, 2023).

Crane ^{9, 10}	\$90	250 sf	\$0.36	\$61	300 sq/ft	\$0.20	44%
Therapure ^{11, 12}	\$180	200 sf	\$0.90	\$180	343 sq/ft	\$0.52	42%
Average premium:							41%

24. Being able to make a HEPA filtration claim is thus a huge boon for manufacturers, and they know it. The HEPA standard claim is a signal to consumers that the product they are purchasing has been constructed to exacting standards and is able to provide superlative levels of filtration.

25. Accordingly, the term “HEPA” is now ubiquitous in air purifier marketing, including Defendant’s. Defendant knows that the phrase carries weight. It is a signal of quality to consumers that the air purifier they are buying is of a high grade and worth more than purifiers that do not have a HEPA filter. Though consumers may not know the filtration efficiency requirements of the HEPA standard, or the technicalities of the various HEPA standard testing protocols, they recognize the HEPA acronym and have shown they are willing to pay more for air purifiers that have it in their marketing and labeling. If having a HEPA filter was not material to consumers, then manufacturers like Defendant would not advertise the feature so heavily. In fact, given consumer preference for HEPA filters, there are

⁹ Amazon, *Crane Air Purifier with True HEPA Filter, Germicidal UV Light, 250 Sq Feet Coverage, Timer Function, Sleep Mode, Washable Particle Filter, EE-5067*, (URL Omitted for Space) (last visited Nov. 9, 2023).

¹⁰ WWW.AMAZON.COM, <https://www.amazon.com/Purifier-Protection-EE-7002AIR-Functions-Replaceable/dp/B085J1R4M1> (last visited Nov. 9, 2023).

¹¹ Amazon, *ENVION Therapure TPP540 Medium to Large Room Filter HEPA Air Purifier with 3 Fan Speeds, LED Display, and 24 Hour Timer, Black*, (URL Omitted for Space) (last visited Nov. 9, 2023).

¹² Amazon, *Boneco Envion Therapure Triple Action Purification Air Purifier Tower with HEPA-Type Filter, 343 Sq. Ft. Capacity*, WWW.AMAZON.COM, https://www.amazon.com/Envion-Boneco-Germicidal-Hemispheric-Purification/dp/B005BTVL76?ref_=ast_sto_dp&th=1 (last visited Nov. 9, 2023).



few, if any, non-HEPA filters left on the market, *i.e.*, there is little to no demand for filters that do not meet the HEPA standard.

B. Defendant's Product And Advertising

26. At issue in this action is the PuroAir Model 240 HEPA 14 air purifier.

27. The Product is a cylindrical device that accepts a circular filter. It retails for between \$159.00 and \$299.00, depending on the configuration selected.

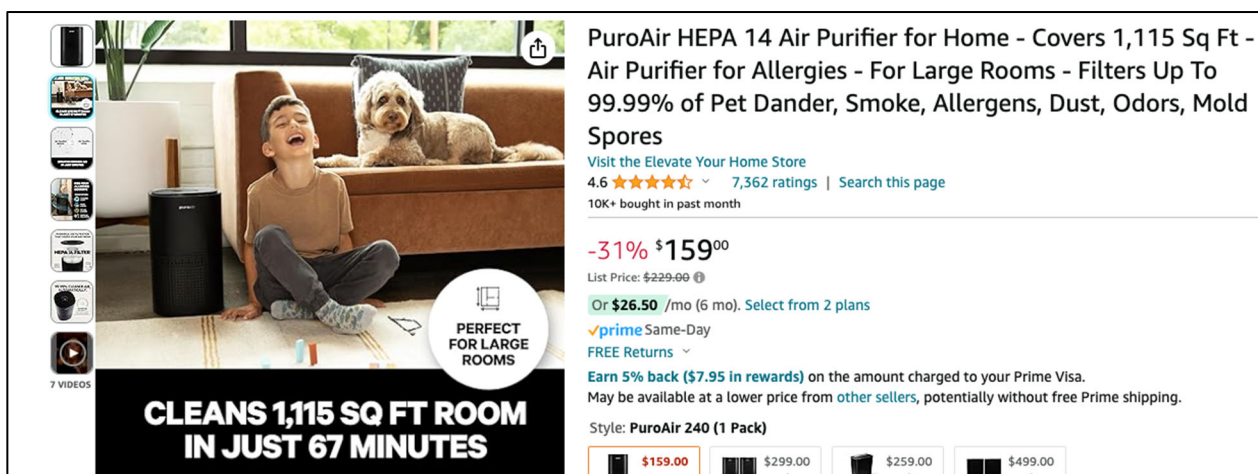
28. Defendant crafted multiple unique false and misleading representations about the Product and replacement filters, including those set forth below in Paragraph 29(a), (b), (d), (f), and (h) (the "HEPA Claims").

29. For instance, Defendant made the following express representations in the advertising for the Product. All of these representations were found on the Product's Amazon page (April 25, 2024):

- a. "HEPA 14 filter";
- b. "Filters up to 99.99% of pet dander, smoke, allergens, dust, odors, [and] mold spores";

- c. "Cleans 1,115 sq ft room in just 67 minutes";
- d. "BACKED BY SCIENCE: 3rd party lab tested and certified. Proven to capture up to 99.99% of fine particulate matter down to 0.1 microns in size";
- e. "Backed by scientists and virologists at Harvard, MIT, Johns Hopkins, and Oxford University";
- f. "HEPA 14 FILTER Up to 10X more effective than common HEPA 13 filter";
- g. "3rd Party Lab Tested & Certified"; and
- h. "Captures up to 99.99% of fine particulate matter down to 0.1 microns in size".

Below are screenshots for the Air Purifier from its Amazon product page (continued next page):



PuroAir HEPA 14 Air Purifier for Home - Covers 1,115 Sq Ft - Air Purifier for Allergies - For Large Rooms - Filters Up To 99.99% of Pet Dander, Smoke, Allergens, Dust, Odors, Mold Spores

Visit the Elevate Your Home Store
4.6 stars 7,362 ratings | Search this page
10K+ bought in past month

-31% \$159.00
List Price: \$229.00

Or \$26.50 /mo (6 mo). Select from 2 plans
prime Same-Day
FREE Returns

Earn 5% back (\$7.95 in rewards) on the amount charged to your Prime Visa.
May be available at a lower price from other sellers, potentially without free Prime shipping.

Style: PuroAir 240 (1 Pack)

\$159.00 \$299.00 \$259.00 \$499.00

About this item

- **CLEANER AIR IN MINUTES:** Cleans large rooms up to 1,115 sq ft in just 67 minutes. Perfect for homes and offices. Breathe clean, crisp air and kiss your allergies goodbye!
- **POWERFUL HEPA 14 FILTER:** The PuroAir filter captures up to 99.99% of fine particulate matter down to 0.1 microns in size. This includes dust, pet dander, odors, and smoke. Up to 10x more powerful than a HEPA H13 grade filter.
- **BACKED BY SCIENCE:** 3rd party lab tested and certified. Proven to capture up to 99.99% of fine particulate matter down to 0.1 microns in size. This may include allergens, smoke, mold spores, pollen, dust, and odors among other fine particles you don't want to breathe in. CARB, ETL, ISO, UL and Energy Star certified. Backed by scientists and virologists at Harvard, MIT, Johns Hopkins, and Oxford University.



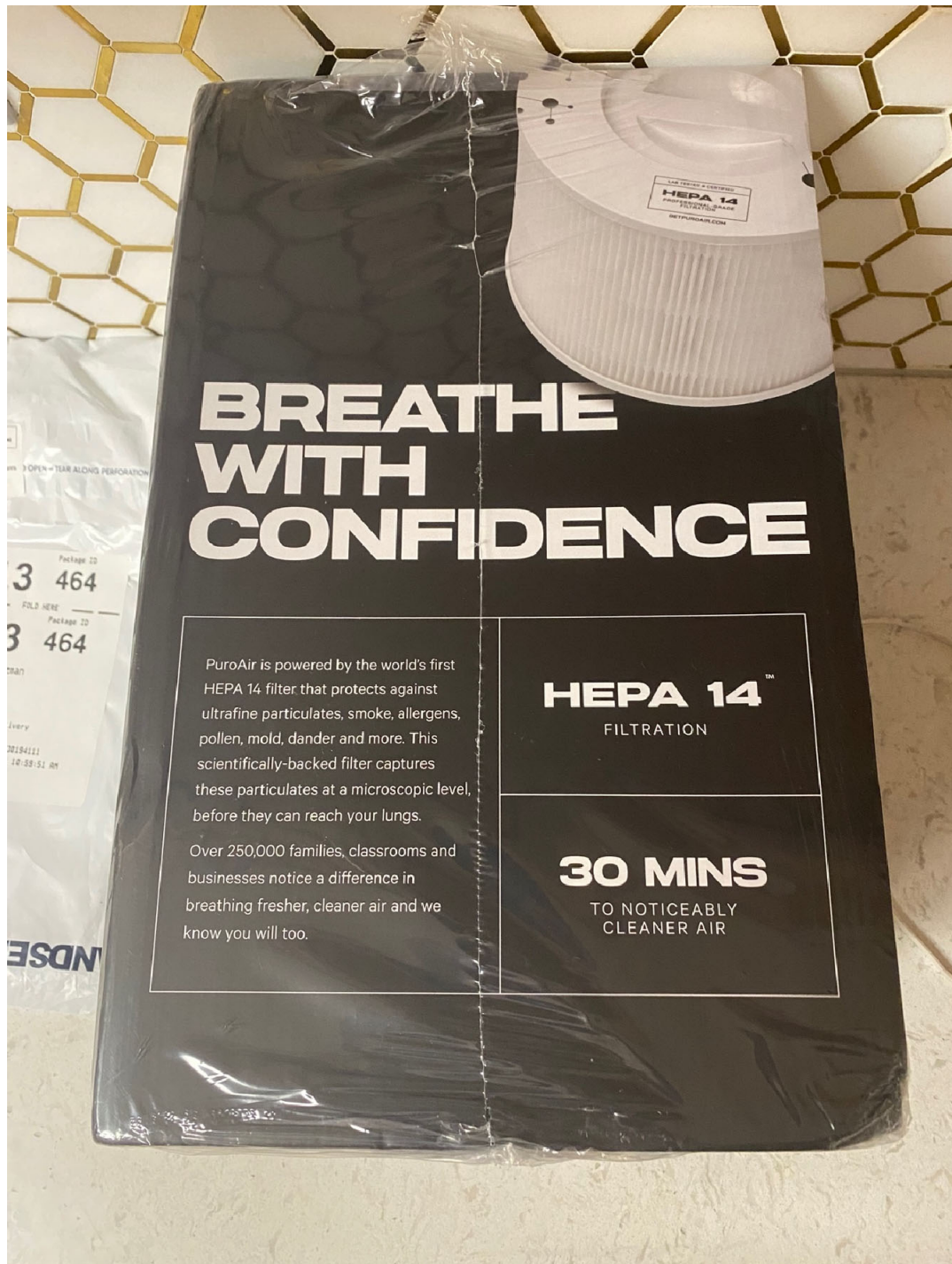
**POWERFUL FILTRATION
BACKED BY SCIENCE**

**“99.99%
reduction in
pollen, dander
and dust”**
-CONSUMER RATING

**“up to 10x more effective
than the standard
HEPA 13 filter”**
-DR. MICHAEL KIM
HARVARD UNIVERSITY

Backed by a board of doctors, scientists and
rigorous 3rd party testing.

30. Substantially similar claims are found on the Product's physical packaging:



31. Defendant touts the Product's "HEPA 14 Filtration" because it allows it to claim that the Product provides *better* filtration than a standard HEPA filter, a type of filter to which consumers already assign a premium. This greater-than-HEPA-

1 filtration claim is precisely why Defendant charges \$159.00 for the Product when
2 most other competing air purifiers are between \$50 and \$100.¹³

3 32. In essence, Defendant claims the Product provides better filtration than
4 any other competing product, and charges accordingly. Defendant's marketing
5 campaign has worked. It has allowed Defendant to surge to the very top of
6 Amazon's sales charts, becoming the best selling Air Purifier on the site in 2023.

7 33. Hundreds of thousands of consumers, including Plaintiff, have
8 purchased the Product based on the HEPA Claims. They were convinced that they
9 were purchasing a high-quality, high-performance, premium product. Unfortunately,
10 they were duped. Defendant's HEPA Claims are entirely fabricated.

11 **C. Defendant's Product Is Tested And Fails To Meet The Minimum HEPA**
12 **Standards**

13 34. Around the beginning of 2024, Plaintiff's counsel commissioned a
14 nationally recognized lab to test the Product.

15 35. The testing was conducted in accordance with European and American
16 testing protocols. In America, the protocol used to establish HEPA-grade is IEST-
17 RP-CC001.7. In Europe, the protocol used to establish Europe's equivalent to
18 HEPA-grade is the EN1822 test. Both protocols test for a filter's ability to filter out
19 fine particles, but they employ differing methodologies and naming conventions.

20 36. The results of the EN1822 test are used to group filters into one of three
21 classes: Efficient Particulate Air Filters (EPA), High Efficiency Particulate Air
22 Filters (HEPA), and Ultra Low Penetration Air Filters (ULPA). For purposes of the
23 test, efficiency is defined as the filtration efficiency against the "most penetrating
24 particle size." Each class has subdivisions as well, depending on the filter's
25 efficiency. Thus, a filter tested under the EN1822 standard that could filter between
26 85% and 95% of particles at the most penetrating size would be classified as an EPA

27
28 ¹³ See, <https://shorturl.at/yFJN8>

10, or “E10” filter. A filter that captures the most penetrating particles at a rate of 99.999995% would be categorized as a ULPA 17, or “U17” filter. HEPA filters can be H13 (99.95%) or H14 (99.995%) before bumping up to the U15 class (99.9995% efficiency).

37. For the American IEST protocol, to be classified as a HEPA filter, the filter must have a filtration efficiency of at least 99.97%. Particles ranging in size from 0.1 microns to 5.0 microns are used in the test. The test is done over eight stages, with each stage measuring the filtration efficiency for a subset of particle sizes (*i.e.*, measuring how the filter performs for particles between 0.1 and 0.2 microns).

38. Defendant claims its Product is H14, which means that under the EN1822 standard the Product needed to filter out at least 99.995% of particles. The results of the test are shown below in the left-hand chart. All results that fell below the H14 standard are labeled in red.

39. The results for the American IEST HEPA test are displayed below on the right. To meet the HEPA standard the Product needed to filter out at least 99.97% of particles. All results that fell below the HEPA standard are labeled in red.

EN1822 Results

Particle Size Range (µm)	Filtration Efficiency (%)
0.0165	92.236
0.0190	91.982
0.0221	91.506
0.0255	92.242
0.0294	91.422
0.0340	91.582
0.0392	91.565
0.0453	91.006
0.0523	90.841

IEST-RP-CC-001.7 Results

Particle Size Range (µm)	Filtration Efficiency (%)
0.1 - 0.2	86.923
0.2 - 0.3	88.124
0.3 - 0.5	90.110
0.5 - 0.7	91.267
0.7 - 1.0	93.475
1.0 - 2.0	95.540
2.0 - 3.0	97.376
3.0 - 5.0	98.696

1	0.0604	90.728
2	0.0698	90.733
3	0.0806	90.622
4	0.0931	90.273
5	0.1075	90.186
6	0.1241	90.211
7	0.1433	89.957
8	0.1655	89.986
9	0.1911	89.734
10	0.2207	89.697
11	0.2548	89.350
12	0.2943	89.045
13	0.3398	89.326
14	0.3924	89.532
15	0.4532	89.612
16	0.5233	89.831
17	0.6043	89.855

40. The Product failed *both tests* at every single point of measurement. In fact, the Product was not even remotely close to meeting the H14 or HEPA standards.

41. Under the EN1822 protocol, the Product's filtration efficiency at the most penetrating particle size (0.2943 microns) was 89.045%, a far cry from the 99.995% required for H14, resulting in a grade of E10, the lowest possible grade.

42. The Product fared no better under the IEST-RP-CC001.7 standard. At 0.3 microns, the Product's filter had an efficiency of 88.124%, far below the 99.97% threshold for the HEPA standard.

43. Throughout the class period, Defendant made repeated express representations on the Product's packaging and in its marketing that the Product included a HEPA-grade filter that exceeded the HEPA standard. Plaintiff's counsels' testing proves otherwise. The filter in Defendant's Product performs nowhere near the HEPA standard. Defendant's advertising is thus false and highly

1 misleading to consumers like Plaintiff and the members of the classes he seeks to
2 represent.

3 **D. Defendant’s Claims About Room Coverage, Scientific Support, And**
4 **Positive Reviews Are Fabricated**

5 44. As part of the HEPA Claims, Defendant also claims that the Product
6 “cleans 1,115 sq ft room in just 67 minutes.” This too is false.

7 45. Plaintiff’s counsel investigated this claim by looking at the Product’s
8 Energy Start Certification, which Defendant touts on the Product’s Amazon page.
9 *See supra* ¶ 34. The Energy Star page flatly refutes the claim that the Purifier can
10 clean anywhere close to 1,115 square feet in an hour. In fact, Energy Star’s testing
11 found the Product can only clean a 284 square foot room in 60 minutes.¹⁴ It is
12 impossible for the Product to cover an additional 831 square feet in just 7 minutes.

13 46. Plaintiff’s counsels’ testing is in line with Energy Star’s findings.

14 47. What’s more, on information and belief, the Product is not “[b]acked by
15 scientists and virologists at Harvard, MIT, Johns Hopkins, and Oxford University.”
16 Though this claim is still up on Amazon, Defendant has recently removed it from its
17 website. Further, there is no evidence that the “Dr. Michael Kim” – whom
18 Defendant quotes as stating the Product is “up to 10x more effective than the
19 standard HEPA 13 filter” – has ever worked at Harvard University.

20 48. It appears Defendant has a propensity for fabricating glowing quotes
21 about the Product. A website that routinely reviews home air purifiers recently
22 (April 14, 2024) did a deep dive on the Product. The reviewer stated they could not
23 find the “quotes from big media published highlighted on the homepage of PuroAir’s
24 website” either.¹⁵ Ultimately, the reviewer concluded that the Product was “a terrible
25

26 ¹⁴ [https://www.energystar.gov/productfinder/product/certified-room-air-](https://www.energystar.gov/productfinder/product/certified-room-air-cleaners/details/3436212)
27 [cleaners/details/3436212](https://www.energystar.gov/productfinder/product/certified-room-air-cleaners/details/3436212)

28 ¹⁵ <https://housefresh.com/puroair-hepa-14-240-review/>

1 air purifier for the price,” which “duped” consumers into paying for it by “employing
2 dishonest marketing claims.”¹⁶

3 **E. But For Defendant’s HEPA Misrepresentations, Plaintiff And The**
4 **Proposed Classes Would Have Paid Less For Their PuroAir Air Purifiers**

5 49. By making the HEPA Claims about its Product, Defendant was able to
6 overcharge the class in the amount of the premium associated with those claims.

7 50. Defendant’s HEPA Claims appeared on the packaging that its PuroAir
8 Air Purifiers came in; appeared on the webpages where its Product was sold; and
9 were baked into the name of the PuroAir “HEPA 14” Air Purifier itself. Accordingly,
10 those specific claims were seen by most, if not all, purchasers of the Product and
11 replacement filters.

12 51. Defendant’s HEPA Claims misled reasonable consumers. Defendant is
13 one of the nation’s leading air-purifier manufacturers, so consumers would
14 reasonably believe Defendant’s HEPA Claims; consumers do not and cannot
15 typically test the accuracy of a HEPA claim before purchasing an air purifier; and
16 Defendant’s HEPA Claims were expressly false, not impliedly false (Defendant
17 explicitly claimed that Defendant’s air purifiers and filters meet the HEPA and H14
18 standards, that the Product was vetted by scientists, and that the Product can clean
19 1,115 square feet in 67 minutes), so no reasonable consumer would interpret
20 Defendant’s claims as making some kind of implicitly true statement.

21 52. If Defendant hadn’t made the HEPA Claims, then the market price of
22 the Purifier and filters would have been lower, *i.e.*, those market prices would have
23 been less than they were in the actual world, and closer to the price of “regular”
24 HEPA or non-HEPA filters.

25 53. Accordingly, Plaintiff and the proposed Classes paid for Defendant’s
26 Air Purifier at artificially inflated prices. In other words, Defendant’s HEPA Claims

27 _____
28 ¹⁶ *Id.*

1 allowed it to overcharge Plaintiff and the Classes, who were damaged in the amount
2 of that overcharge.

3 **PARTIES**

4 54. Plaintiff Larion Krayzman is a citizen of California, and resides in the
5 city of Encino, California. While in California, Plaintiff Krayzman purchased the
6 PuroAir Model 240 HEPA 14 Air Purifier from Defendant's Amazon store webpage
7 on April 15, 2024 for \$159.00 plus tax and shipping. Plaintiff Krayzman reviewed
8 the Product's Amazon page, saw Defendant's HEPA Claims, and relied on the
9 HEPA Claims in making his purchase. Plaintiff has a newborn child and purchased
10 the Product thinking it would deliver superior filtration performance, and that the
11 higher price-point ensured that he would receive a quality product that would
12 perform better than competing HEPA Air Purifiers. Plaintiff Krayzman reasonably
13 relied on Defendant's representations and believed that the Air Purifiers would filter
14 contaminants at or above the HEPA or H14 standard. Had Defendant not made the
15 HEPA Claims, Plaintiff Krayzman would not have purchased the Product or would
16 have paid substantially less for it.

17 55. Defendant Yalla Ventures, Inc. is a Delaware corporation with
18 headquarters in Phoenix, Arizona.

19 **CLASS ALLEGATIONS**

20 56. ***Class Definition.*** Plaintiff brings this action as a class action pursuant
21 to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of
22 himself and all other similarly situated consumers, and seeks to represent a class (the
23 "Class") defined as:

24 All persons in the United States who purchased a PuroAir
25 Model 240 air purifier or replacement filter during the
applicable statutory period.

26 57. Plaintiff Krayzman also seeks to represent a California subclass defined
27 as follows (the "California Subclass"):
28

1 All California residents who purchased a PuroAir Model
2 240 air purifier or replacement filter during the
applicable statutory period.

3 58. The Class and California Subclass are collectively referred to as the
4 “Classes.” Excluded from the Classes are governmental entities, Defendant,
5 Defendant’s affiliates, parents, subsidiaries, employees, officers, directors, and co-
6 conspirators. Also excluded is any judicial officer presiding over this matter and the
7 members of their immediate families and judicial staff.

8 59. Plaintiff reserves the right to modify or expand the definition of the
9 Classes to seek recovery on behalf of additional persons as warranted as facts are
10 learned in further investigation and discovery.

11 60. **Numerosity.** Members of the Classes are so numerous that their
12 individual joinder herein is impracticable. The precise number of Class members
13 and their identities are unknown to Plaintiff at this time but will be determined
14 through discovery of Defendant’s records. Class members may be notified of the
15 pendency of this action by mail, email, and/or publication/other media, including
16 social media.

17 61. **Commonality and Predominance.** Common questions of law and fact
18 exist as to all Class members and predominate over questions affecting only
19 individual Class members. These common legal and factual questions include, but
20 are not limited to:

- 21 a. Whether the Product is in fact HEPA or H14-grade;
- 22 b. Whether Defendant’s HEPA Claims included false and/or
- 23 misleading statements and/or omissions;
- 24 c. Whether Defendant knowingly made false HEPA Claims about the
- 25 Product;
- 26 d. Whether Defendant’s HEPA Claims were material;
- 27 e. Whether an objectively reasonable consumer would have been
- 28 misled by Defendant’s HEPA Claims; and

1 f. Whether Defendant's HEPA Claims allowed it to charge more for
2 the Product than it otherwise could have.

3 62. **Typicality.** Plaintiff's claims are typical of the claims of the proposed
4 Classes he seeks to represent because Plaintiff, like all members of the Classes, was
5 induced by Defendant's false and misleading HEPA Claims to purchase Defendant's
6 Product and subsequently did purchase one of Defendant's Product during the
7 relevant periods without knowing that the HEPA Claims were false and misleading.
8 Plaintiff, like all members of the Classes, has been damaged by Defendant's
9 misconduct in the very same way as the members of the Classes. Further, the factual
10 bases of Defendant's misconduct are common to all members of the Classes and
11 represent a common thread of misconduct resulting in injury to all members of the
12 Classes.

13 63. **Adequacy.** Plaintiff is an adequate representatives of the Classes he
14 seeks to represent because his interests do not conflict with the interests of the
15 members of the Classes, he has retained counsel competent and experienced in
16 prosecuting class actions, and he intends to prosecute this action vigorously. The
17 interests of the members of the Classes will be fairly and adequately protected by
18 Plaintiff and his counsel.

19 64. **Superiority.** A class action is superior to other available means for the
20 fair and efficient adjudication of the claims of the members of the Classes. Each
21 individual member of the Classes may lack the resources to undergo the burden and
22 expense of individual prosecution of the complex and extensive litigation necessary
23 to establish Defendant's liability. Individual litigation increases the delay and
24 expense to all parties and multiplies the burden on the judicial system presented by
25 the complex legal and factual issues of this case. Individual litigation also represents
26 a potential for inconsistent or contradictory judgments. By contrast, the class-action
27 device presents far fewer management difficulties and provides the benefits of single
28 adjudication, economy of scale, and comprehensive supervision by a single court on

1 the issue of Defendant's liability. Class treatment of the liability issues will ensure
2 that all claims and claimants are before this Court for consistent adjudication of the
3 liability issues.

4 **COUNT I**
5 **Violations of California's Unfair Competition Law ("UCL")**
6 **Business & Professions Code § 17200, *et seq.***

6 65. Plaintiff Krayzman hereby incorporates by reference the allegations
7 contained in all proceeding paragraphs of this complaint.

8 66. Plaintiff Krayzman brings this claim individually and on behalf of the
9 proposed California Subclass against Defendant.

10 67. This claim is brought under the laws of California.

11 68. Defendant violated California's UCL by engaging in unlawful,
12 fraudulent, and unfair conduct (*i.e.*, violating each of the three prongs of the UCL).

13 ***The Unlawful Prong***

14 69. Defendant engaged in unlawful conduct by violating the CLRA and
15 FAL as referenced herein.

16 ***The Fraudulent Prong***

17 70. As alleged in detail above, Defendant knew its HEPA Claims were
18 material to consumers and also knew the HEPA Claims were false and misleading.
19 Despite this, Defendant continued to make the HEPA Claims to induce Plaintiff and
20 the California Class to purchase the Product .

21 71. Defendant, as manufacturer and marketer of the Product, was in a
22 position to know the true quality and capability of its Product yet affirmatively made
23 the HEPA Claims despite knowing they were false and misleading.

24 72. As a result of these false and misleading practices, Defendant induced
25 Plaintiff Krayzman and the California Subclass to purchase the Product that Plaintiff
26 Krayzman, the members of the California Subclass would not have purchased, or
27
28

1 would have paid substantially less for, had Defendant been truthful about the quality
2 and capability of its Product.

3 ***The Unfair Prong***

4 73. Defendant's conduct was unfair because, by making the HEPA Claims,
5 Defendant deceived consumers into believing that the Product's filters and
6 replacement filters were HEPA or H14 grade and backed by scientists and studies.
7 This is unfair because it led Plaintiff Krayzman and the members of the California
8 Subclass to purchase the Product that they otherwise would not have, or would have
9 paid substantially less for, had the Product not been advertised with the HEPA
10 Claims. Defendant's misleading practice was also unfair because it gave Defendant
11 an unfair advantage over competitors to the extent that Defendant's Air Purifier is
12 one of the best-selling home air purifiers on Amazon.com, doing millions of dollars
13 in sales per month.

14 74. Plaintiff Krayzman and the California Subclass members could not have
15 reasonably avoided the injury. Only Defendant was aware that its Air Purifiers fell
16 below the standard that it claimed.

17 ***

18 75. For all prongs, Defendant's false and misleading conduct was intended
19 to induce reliance, and Plaintiff Krayzman and members of the California Subclass
20 saw, read, and reasonably relied on Defendant's HEPA Claims. Defendant's
21 deceptive, misleading, and unfair conduct was a substantial factor in Plaintiff
22 Krayzman and the California Subclass's purchasing decisions.

23 76. Defendant's HEPA Claims were a substantial factor and proximately
24 caused the damages and loss to Plaintiff Krayzman and the members of the
25 California Subclass.

26 77. There was no benefit to consumers or competition from falsely claiming
27 that the Product was of a quality that they were not.

28 78. Plaintiff Krayzman and the members of the the California Subclass have

1 suffered harm as a result of Defendant's violations of the UCL because they have
2 incurred charges and/or paid monies they otherwise would not have incurred or paid
3 had Defendant conducted its business in a lawful and truthful manner.

4 **COUNT II**
5 **Violations of California's False Advertising Law ("FAL")**
6 **Business & Professions Code § 17500, *et seq.***

7 79. Plaintiff Krayzman hereby incorporates by reference the allegations
8 contained in the proceeding paragraphs.

9 80. Plaintiff Krayzman brings this claim individually and on behalf of the
10 proposed California Subclass against Defendant.

11 81. This claim is brought under the laws of California.

12 82. California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§
13 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to
14 be made or disseminated before the public in this state ... in any advertising device
15 ... or in any other manner or means whatever, including over the Internet, any
16 statement, concerning ... personal property or service, ... or performance or
17 disposition thereof, which is untrue or misleading and which is known, or which by
18 the exercise of reasonable care should be known, to be untrue or misleading."

19 83. During the applicable statutory period, Defendant committed acts of
20 false advertising, as defined by the FAL, by the HEPA Claims to attract more
21 purchasers than its Product would otherwise have received. Likewise, Defendant's
22 false HEPA Claims induced consumers to purchase the Product and replacement
23 filters or pay more for the Product and replacement filters than consumers otherwise
24 would have.

25 84. Defendant knew or should have known, through the exercise of
26 reasonable care, that its HEPA Claims were untrue and misleading.

27 85. Defendant's actions in violation of the FAL were false and misleading
28 such that the general public is and was likely to be deceived.

86. As a direct and proximate result of these acts, consumers have been and are being harmed, including Plaintiff and members of the California Subclass. Plaintiff Krayzman and members of the California Subclass have suffered injury and actual out-of-pocket losses as a result of Defendant's FAL violation because: (a) Plaintiff Krayzman and the California Subclass would not have purchased Defendant's Product or would have paid substantially less for the Product had Defendant not advertised them with the HEPA Claims; (b) Plaintiff Krayzman and the California Subclass paid an increased price for the Product based on the HEPA Claims; and (c) the Product did not confer the value they promised to confer because they did not actually contain greater than HEPA-grade filters.

87. Plaintiff Krayzman and the California Subclass are therefore entitled to:

(a) full restitution of all monies paid to Defendant as a result of their deceptive practices; (b) interest at the highest rate allowed by law; and (c) the payment of Plaintiff's attorneys' fees and costs.

COUNT III
Violations of California’s Consumers Legal Remedies Act (“CLRA”)
Cal. Civ. Code § 1750, *et seq.*

88. Plaintiff Krayzman hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

89. Plaintiff Krayzman brings this claim individually and on behalf of the proposed California Subclass against Defendant.

90. This claim is brought under the law of California.

91. Defendant is a “person,” as defined by Cal. Civ. Code § 1761(c).

92. Plaintiff Krayzman and members of the California Subclass are “consumers,” as defined by Cal. Civ. Code § 1761(d).

93. The Products purchased by Plaintiff Krayzman and the California Subclass members are “goods” as defined by Cal. Civ. Code § 1761(a).

1 94. The purchases by Plaintiff Krayzman and the California Subclass
2 members constitute “transactions,” as defined by Cal. Civ. Code § 1761(e).

3 95. As alleged more fully above, Defendant has violated the CLRA by
4 furnishing the false and misleading HEPA Claims about its Product and replacement
5 filters to attract and induce consumers to purchase its Product and replacement
6 filters. Absent the HEPA claims, consumers would not have purchased the Product
7 and replacement filter or would have paid substantially less for them.

8 96. As a result of engaging in such conduct, Defendant has violated
9 California Civ. Code §§ 1770(a)(5), (a)(7) and (a)(9).

10 97. Defendant’s conduct was likely to deceive, and did deceive, Plaintiff
11 Krayzman and the California Subclass members, all of whom are reasonable
12 consumers. Defendant knew, or should have known through exercise of reasonable
13 care, that its HEPA Claims were false and misleading.

14 98. Defendant’s HEPA Claims were intended to induce reliance, and
15 Plaintiff Krayzman and the California Subclass members saw, read, and reasonably
16 relied on the HEPA Claims when deciding to purchase Defendant’s Product and
17 replacement filters. Defendant’s deceptive conduct was a substantial factor in
18 Plaintiff’s purchase decision and the purchase decisions of the proposed California
19 Subclass.

20 99. Plaintiff Krayzman and members of the California Subclass have
21 suffered harm as a result of these violations of the CLRA because they incurred
22 charges and/or paid monies for the Product and replacement filter that they otherwise
23 would not have incurred or paid.

24 100. In compliance with the provisions of California Civil Code § 1782,
25 Counsel for Plaintiff Krayzman sent written notice to Defendant on April 23, 2024,
26 informing Defendant of his intention to seek damages under California Civil Code §
27 1750. The letter was sent via certified mail, return receipt requested, advising
28 Defendant that it was in violation of the CLRA and demanding that it cease and

1 desist from such violations and make full restitution by refunding the monies
2 received therefrom. The letter expressly stated that it was sent on behalf of Plaintiff
3 and “all other persons similarly situated.” Accordingly, if Defendant fails to take
4 corrective action within 30 days of receipt of the demand letter, Plaintiff will amend
5 his complaint to include a request for damages as permitted by Civil Code § 1782(d)
6 for Defendant’s violations of the CLRA.

7 **COUNT IV**
8 **Breach of Express Warranty, U.C.C. § 2-313**

9 101. Plaintiff incorporates by reference and re-alleges each and every
10 allegation set forth above as though fully set forth herein.

11 102. Plaintiff brings this claim individually and on behalf of members of the
12 Class against Defendant.

13 103. In connection with the sale of the Purifiers, Defendant, as the producer,
14 marketer, distributor, and/or seller issued written warranties by representing the
15 following about the Product and replacement filters:

- 16 a. “HEPA 14 filter”;
- 17 b. “filters up to 99.99% of pet dander, smoke, allergens, dust, odors, [and]
18 mold spores”;
- 19 c. “Cleans 1,115 sq ft room in just 67 minutes”;
- 20 d. “BACKED BY SCIENCE: 3rd party lab tested and certified. Proven to
21 capture up to 99.99% of fine particulate matter down to 0.1 microns in
22 size”;
- 23 e. “Backed by scientists and virologists at Harvard, MIT, Johns Hopkins,
24 and Oxford University”;
- 25 f. “HEPA 14 FILTER Up to 10X more effective than common HEPA 13
26 filter”
- 27 g. “3rd Party Lab Tested & Certified”; and
- 28 h. “Captures up to 99.99% of fine particulate matter down to 0.1 microns in
size”.

104. Plaintiff and the Class Members relied on these statements in making
their purchasing decisions.

105. In fact, the Purifier does not conform to these representations because none of these claims were true. As described more fully above, the Purifier was tested and shown to perform well below the HEPA or H14 level, and is not backed by any scientists or studies.

106. Plaintiff and the members of the the Class were injured as a direct and proximate result of Defendant's breach because (a) they would not have purchased the Purifier if they had known that Defendant's representations about the Purifier were false, and (b) they overpaid for the Product on account of the misrepresentation.

107. Plaintiff's counsel notified Defendant of his claims in a demand letter shortly after learning about its breach of warranty, sent via certified mail, with return receipt requested, on April 23, 2024.

108. The demand letter was sent within a reasonable time after Plaintiff discovered Defendant's breach and learned of the nature of Defendant's practices. The letter therefore complied with all respects of U.C.C. § 2-607.

COUNT V
Fraud

109. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if fully stated herein.

110. Plaintiff brings this claim individually and on behalf of the members of the Class.

111. As alleged in detail above, Defendant knew that the HEPA Claims were material to consumers. Defendant also knew the HEPA Claims were false and misleading, yet continued to make the HEPA Claims.

112. Defendant was in a position to know the HEPA Claims misrepresented the true quality and capability of its Product yet continued to make the HEPA Claims despite this.

113. Defendant's false and misleading HEPA Claims, upon which Plaintiff and the members of the Classes relied, were intended to induce and actually did

1 induce Plaintiff and the members of the Classes to purchase the Product and
2 replacement filter. Had Plaintiff and the Class members known the truth about the
3 Product and replacement filter, they would not have purchased the Product and
4 replacement filters or would have paid substantially less for them.

5 114. Defendant's fraudulent actions caused damages to Plaintiff, the Class,
6 and Subclass members, who are entitled to damages and other legal and equitable
7 relief as a result.

8 **COUNT VI**
9 **Unjust Enrichment**

10 115. Plaintiff incorporates by reference the foregoing paragraphs of this
11 Complaint as if fully stated herein.

12 116. Plaintiff brings this claim individually and on behalf of the members of
13 the Class or, alternatively, the California Subclass.

14 117. As alleged in detail above, Defendant knew that the HEPA Claims were
15 material to consumers. Defendant also knew the HEPA Claims were false and
16 misleading, yet continued to make the HEPA Claims.

17 118. Defendant was in a position to know the HEPA Claims misrepresented
18 the true quality and capability of its Product yet continued to make the HEPA Claims
19 despite this. Substantial benefits have been conferred on Defendant by Plaintiff and
20 the Classes through the purchase of the Product. Defendant knowingly and willingly
21 accepted and enjoyed these benefits.

22 119. Defendant either knew or should have known that the payments
23 rendered by Plaintiff were given and received with the expectation that the Product
24 would contain HEPA or H14 filters. As such, it would be inequitable for Defendant
25 to retain the benefit of the payments under these circumstances.

26 120. Defendant's acceptance and retention of these benefits of the payments
27 from Plaintiff and the Classes under the circumstances alleged herein make it
28

1 inequitable for Defendant to retain the benefits without payment of the value to
2 Plaintiff and the Classes.

3 121. Plaintiff and the Classes are entitled to recover from Defendant all
4 amounts wrongfully collected and improperly retained by Defendant.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff
7 and all members of the proposed Classes the following relief against Defendant:

- 8 (a) For an order certifying the Class and California Subclass and naming
9 Plaintiff's attorneys as Class Counsel to represent the members of the
10 Classes;
- 11 (b) For an order declaring that Defendant's conduct violates the statutes
referenced herein;
- 12 (c) For compensatory, statutory, and punitive damages in amounts to be
13 determined by the Court and/or jury;
- 14 (d) For prejudgment interest on all amounts awarded;
- 15 (e) For an order of restitution and all other forms of equitable monetary
16 relief;
- 17 (f) For an order requiring Defendant to undertake a corrective advertising
campaign;
- 18 (g) For an order awarding Plaintiff and the Class their reasonable attorneys'
19 fees and expenses and costs of suit; and
- 20 (h) Granting such other and further relief as many be just and proper.

21 **JURY TRIAL DEMANDED**

22 Plaintiff demands a trial by jury on all claims so triable.
23

24 Dated: May 1, 2024

BURSOR & FISHER, P.A.

25 By: /s/ L. Timothy Fisher
26 L. Timothy Fisher

27 L. Timothy Fisher (State Bar No. 191626)
28 Luke Sironski-White (State Bar No. 348441)

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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, L. Timothy Fisher, declare as follows:

1. I am counsel for Plaintiff, and I am a partner at Bursor & Fisher, P.A. I make this declaration to the best of my knowledge, information, and belief of the facts stated herein.

2. The complaint filed in this action is filed in the proper place for trial because many of the acts and transactions giving rise to this action occurred in this District, and because Plaintiff Krayzman resides in this District.

3. Plaintiff Krayzman is a resident of Encino, California.

4. Defendant Yalla Ventures, Inc. is a Delaware company with its principal place of business in Phoenix, Arizona.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct, executed on May 1, 2024, at Walnut Creek, California.

/s/ L. Timothy Fisher

L. Timothy Fisher